

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., TUESDAY, SEPTEMBER 6, 2016 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCIL MEMBER	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
ACTING CITY CLERK	LISA CORTESE	lisa.cortese@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Guest Speaker, Presentations and Proclamations

Final Debriefing on July 4th, 2016 – Rebekah Morgan

Reports

- a. Council Member Reports
- b. City Manager Report
- c. City Attorney Report
- d. Citizen Advisory Committee Member Reports

Consent Agenda

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the public wishes to discuss any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion. The remaining items on the Consent Agenda will be voted on with one motion being made for all items on the Consent Agenda. Then the item removed from the Consent Agenda will be separately considered and voted on.

- Approval of City Council Meeting Minutes of August 15, 2016
- Approval of City Council Workshop Minutes of August 15, 2016

Old Business

New Business

1. Discussion of July 4th, 2017
2. Drone Issue
3. Discussion of Donald Bronson/Groveland Historical Museum Proposal
4. Discussion of Maintenance Bond Extension
5. Approve Purchase of Metal Detector
6. Approve Agreement for Services between City and PRMG for User Rate Study
7. Approve Agreement for Services between City and PRMG for Impact Fee Study
8. Approve the 2016-2021 Capital Improvement Plan Budget

Public Comment*

Announcements

Adjournment

****Groveland Code of Ordinances Sec. 2-58 (f).*** Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition, do not give out your Social Security Number, phone number, email address of any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.

July 4th Financial Recap

4th of July Sponsorships - 2016	Level	Amount	Check #	Date Paid
SECO	Patriot	\$ 500.00	1041639	2/24/2016
South Lake Electric	Patriot	\$ 500.00	8689	3/9/2016
Anita Geraci-Carver	Lady Liberty	\$ 2,000.00	5786	6/1/2016
Center State Bank	Uncle Sam	\$ 1,000.00	123653	6/1/2016
South Lake Chamber of Commerce	Patriot	\$ 500.00		6/1/2016
Ace Hardware	Lady Liberty	\$ 2,000.00	5485	6/1/2016
Bennett Law Center	Uncle Sam	\$ 1,000.00	2037	7/14/2016
South Lake Hospital	Lady Liberty	\$ 2,000.00		Outstanding
Stone's Auto Repair Inc	Bottle Rocket	\$ 200.00	32339	6/30/2016
Community Health Centers	Patriot	\$ 500.00	291431	7/14/2016
Lake Apopka Natural Gas District		\$ 250.00	59323	7/14/2016
LCBCC - Tourism Grant		\$ 2,500.00	690661	3/9/2016
Publix	Patriot	\$ 500.00		
TOTAL		\$ 13,450.00		

City of Groveland Expenditures		
SRT Communications	Initial Payment	\$ 9,995.00
SRT Communications	Second Payment	\$ 4,997.50
SRT Communications	Final Payment	\$ 3,007.79
Richie Smith	Waterslide Rental	\$ 300.00
TVM, Inc	30 Yd Roll Off Containe	\$ 271.15
United Rentals	Light Towers	\$ 292.56
Custom Ink	T-Shirts	\$ 869.55
Affordable Signs	Banners	\$ 525.00
United Rentals	Generators & Accessorie	\$ 1,589.44
Gilbert Horn	Dinners for Council/Staf	\$ 400.00
SouthWest Direct, Inc	Water Bill Inserts	\$ 935.45
Amazon	Am. Flag Gazebo Fans	\$ 146.87
Skylighters of Florida	Fireworks	\$ 8,000.00
SL Tablet	Advertising	\$ 250.00
Newsleader	Advertising	\$ 500.00
Flapjack Johnny's	PD Meals	\$ 421.58
Total		\$ 32,501.89

Initial Budget:

Fireworks	\$10,000
Event	\$21,000
	\$31,000

SRT Initial Compensation	\$19,990.00
SRT Revised Compensation	\$18,000.29
	-\$1,989.71

Initial Budget + Sponsorships - Expenditures = \$ 11,948.11

Groveland July 4th Celebration 2016 Financial Recap

Original Budget	Budget	Actual	Variance
Live Music	\$ 1,600.00	\$ 2,150.00	\$ (550.00)
Entertainment	\$ -	\$ 600.00	\$ (600.00)
Disc Jockey	\$ 500.00	\$ 450.00	\$ 50.00
Stage, Sound	\$ 3,050.00	\$ 4,500.00	\$ (1,450.00)
Tents, tables, chairs	\$ 2,430.00	\$ 1,663.59	\$ 766.41
			\$ -
Car show	\$ 1,500.00	\$ 1,200.00	\$ 300.00
			\$ -
Marketing/advertising	\$ 2,000.00	\$ 2,425.00	\$ (425.00)
Signage	\$ 500.00	\$ 1,588.79	\$ (1,088.79)
Porta Potties	\$ 490.00	\$ 900.00	\$ (410.00)
Event Management	\$ 1,500.00	\$ 1,500.00	\$ -
Security	\$ 375.00	\$ -	\$ 375.00
Communication	\$ 270.00	\$ 223.65	\$ 46.35
Medical Aid Station	\$ -	\$ -	\$ -
			\$ -
Fans	\$ -	\$ -	\$ -
Generators	\$ 1,800.00	\$ 699.71	\$ 1,100.29
Food and Beverage	\$ 300.00	\$ 1,114.79	\$ (814.79)
Parking	\$ -	\$ -	\$ -
Parking Attendants	\$ 600.00	\$ 695.00	\$ (95.00)
Supervisors	\$ 350.00	\$ 390.00	\$ (40.00)
Golf Carts	\$ 300.00	\$ -	\$ 300.00
			\$ -
Insurance	\$ 1,600.00	\$ 1,757.00	\$ (157.00)
Liability	\$ -	\$ -	\$ -
Credentials	\$ 125.00	\$ -	\$ 125.00
T Shirts	\$ 300.00	\$ 300.00	\$ -
Miscellaneous	\$ 400.00	\$ -	\$ 400.00
Total	\$ 19,990.00	\$ 22,157.53	\$ (2,167.53)
Expenses covered by SRT Communications & Marketing LLC			
Supplies	\$ -	\$ 439.82	\$ (439.82)
Gas for Minivan	\$ -	\$ 28.10	\$ (28.10)
Entertainment, Karaoke Machine	\$ -	\$ 269.10	\$ (269.10)
Shipping and Mail	\$ -	\$ 22.95	\$ (22.95)
Graphic Design	\$ -	\$ 200.00	\$ (200.00)
Mileage	\$ -	\$ 341.60	\$ (341.60)
Supreme Party Machine	\$ -	\$ 800.00	\$ (800.00)
Website Hosting and Domain	\$ -	\$ 43.13	\$ (43.13)
Mini van	\$ -	\$ 85.95	\$ (85.95)
Watermelon Contest	\$ -	\$ 45.00	\$ (45.00)
Photography	\$ -	\$ 100.00	\$ (100.00)
Scholarship for High School Student	\$ -	\$ 200.00	\$ (200.00)
Ms. Patriotic	\$ -	\$ 100.00	\$ (100.00)
Total	\$ -	\$ 2,675.65	\$ (2,675.65)

Groveland July 4th Celebration 2016 Financial Recap

Less Items Returned:

Karaoke Machines	\$	-	\$	(212.42)	\$	212.42
Supplies			\$	(226.79)	\$	226.79
Lowes			\$	(25.48)	\$	25.48
Publix			\$	(25.94)	\$	25.94
Total	\$	-	\$	(490.63)	\$	490.63

Total expenses covered by SRT	\$	-	\$	2,185.02	\$	(2,185.02)
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Total	\$	19,990.00	\$	24,342.55	\$	(4,352.55)
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Revenue	\$	10,332.12
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Original Budget	\$	19,990.00
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	\$	30,322.12
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Less Expenses	\$	24,342.55
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Net	\$	5,979.57
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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this 7th day of March, 2016, by and between the THE CITY OF GROVELAND (the "City") and SRT COMMUNICATIONS & MARKETING, LLC. (the "Contractor").

WHEREAS, the parties hereto have agreed to set forth in this Agreement the terms and conditions governing the professional services to be provided by the Contractor to the City; and

WHEREAS, it is the intent and agreement of the parties that the professional services to be provided hereunder by the Contractor is to be provided as an independent contractor; it is, therefore

AGREED as follows:

1. Performances & Recitals: The foregoing performances and recitals are true and correct and are incorporated herein by this reference.

2. The Services: The Contractor shall provide to the City the services described in Exhibit "A" attached hereto (the "Services") relative to the City of Groveland's annual 4th of July Celebration for 2016 being held July 4, 2016 (the "Event") as an independent contractor. It is expressly understood and agreed that the Contractor possesses the skill, knowledge, equipment and manpower necessary to provide the services and that the Contractor shall determine the means, methods and techniques of such services. Contractor will not be considered as an employee of the City for any purposes. Electricity will be provided by the Contractor. Trash containers/bags and general trash pickup of trash containers/bags will be the responsibility of the City. Police, Fire and Emergency Medical will be provided by the City. Contractor agreed to the Groveland 4th of July Celebration Timeline attached hereto as Exhibit "D".

3. Financial: Contractor will contract with all Vendors who will be participating in the Event. City will forward to Contractor any Vendor information it has from past years' events and that City receives from those who may contact the City to inquire about being a Vendor. Contractor's Vendor Fee Schedule is attached hereto and incorporated herein as Exhibit C. Contractor and City will discuss and agree on fees for non-profit vendors, which may include waiving or reducing the Vendor Fee. Contractor has the right to retain all funds generated by all Vendors. Both the City and the Contractor will solicit and obtain sponsorships for the Event. City has the right to retain all Sponsor funds generated by the City. Contractor has the right to retain all Sponsor funds generated by Contractor. Prior to soliciting sponsors, the City and Contractor will discuss their prospective list of sponsors to avoid contacting the same potential sponsors. Contractor will donate a portion of its proceeds generated from the Event to establish a scholarship (TBD by Contractor) for a City of Groveland resident graduating from South Lake High School in 2017.

4. Term: The term of this Agreement shall commence as of the effective date set forth above and shall continue through July 7, 2016.

5. The Compensation: The City shall pay the Contractor for the Services the compensation described in Exhibit "B" attached hereto (the "Compensation"). Contractor agrees that the Services are being provided on a "**work for hire**" basis. Contractor will have the right to enter into separate agreements with any or all of the performers to record audio and video of their performances. City may use said recordings for promotional purposes.

6. Taxes: The Contractor is solely responsible for the timely payment of any and all local, state and federal taxes and self-employment taxes payable by reason of the Compensation. The Contractor agrees to indemnify and hold the City harmless of and from any and all taxes, penalties, fines and interest assessed against the City by any taxing authority by reason of the failure of the Contractor to comply with the provisions of this paragraph. The City will issue the relevant Tax Form (1099) if payments exceed \$600.00 or more in any calendar year and file such form with the Internal Revenue Service.

7. Insurance: Contractor, at its expense, shall acquire and maintain at all times all insurance required by and in the amounts specified by City, including but not limited to, workman's compensation, required to cover its staff and employees who are involved in the performance of its obligations pursuant to this Agreement. Contractor's insurance shall name the City of Groveland as an additional insured and as a certificate holder. Contractor shall acquire and maintain, or ensure any and all vendors, and independent contractors who will be setting up the stages, lighting & sound systems before the event begins and striking the equipment after the event is over, or others involved in the performance of this Agreement has secured all insurance required by and in the amounts specified by City also naming the City of Groveland as an additional insured and as a certificate holder. Contractor shall provide a copy of all current certificates of insurance and endorsements, naming City as an additional insured and a certificate holder, required hereunder to City no less than 10 business days prior to July 1, 2016. Contractor may allow artists to participate without insurance provided a hold harmless agreement, in the form provided by the City, is executed and submitted to the City of Groveland no less than 10 business days prior to July 1, 2016. Contractor may allow those independent contractors who will be doing the following tasks to participate without insurance provided a hold harmless agreement, in the form provided by the City, is executed and submitted to the City of Groveland no less than 10 business days prior to July 1, 2016:

- Directing Vendors to their designated locations and helping with questions and concerns.
- During the event they will be operating mixing consoles and lighting controllers, rearranging equipment on the stages, directing artists to and from the stages.
- Other miscellaneous tasks:
 - checking on toilet paper for portable toilets;
 - keeping ice in coolers;
 - helping with event activities; and
 - helping with any event issues that might arise.

8. This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any way except by an instrument in writing signed by both parties.

9. Services Non-exclusive: It is expressly agreed that the Contractor may perform services to others during the Term without the prior written approval of the City, provided the provision of services to third parties does not interfere with the performance of the Services hereunder.

10. Governing Law/Venue and Jurisdiction: This Agreement shall be governed by the laws of the state of Florida without regard to conflicts of law provisions. Venue of any litigation arising out of this Agreement shall be only within any court of competent jurisdiction regularly sitting in Lake County, Florida.

11. Construction of Agreement: This Agreement shall not be construed more favorably for either party regardless of which party drafted the Agreement. This Agreement sets forth the entire understanding and agreement of the parties and no other written or verbal agreements, representations or inducements have been made or are a part hereof. In the event any provision of this Agreement is determined to be unenforceable, the balance of the Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement as of the date first set forth above.

"CITY"

CITY OF GROVELAND

By: 

Date: 3/7/16

"CONTRACTOR"

SRT COMMUNICATIONS & MARKETING, LLC, a
Florida limited liability company,

By: 
Stephanie Thompson, Manager

Date: 3/8/16

EXHIBIT "A"
THE SERVICES

Groveland's July 4th Celebration is a one-day food & music festival conducted in downtown Groveland, Florida, on July 4th, 2016.

STAGE LIGHTING AND SOUND REINFORCEMENT SCOPE OF WORK

Groveland's July 4th Celebration 2016 event will incorporate one outdoor stage covered. The location of the stage to be determined and agreed upon by the City and Contractor. Contractor shall provide the staging, stage lighting and sound reinforcement hereinafter described throughout the Event for the stage.

Sound Reinforcement

The sound reinforcement system at each stage must be capable of consistently producing sound pressure levels of not less than 100 dB of full frequency, professional quality, undistorted sound at a distance of one hundred feet (100') from the center of the front of the stage.

Personnel

Not less than one (1) experienced sound engineer available at all time during the operating hours of the festival and one (1) hour prior to the opening with knowledge of the use and operation of the console and related equipment provided.

Such additional personnel as required for event load-in and load-out.

Miscellaneous

Contractor shall provide risers to raise mixing station platforms approximately two feet (2') above street level for line of sight connectivity to stage.

Stage Lighting

The stage lighting system at each stage must be capable of consistently producing programmable and manually-operated professional-quality truss-mounted stage lighting

Controller

Controller(s) as necessary to operate lights for live concert setting.

Other Hardware

All trusses, rigging and related equipment necessary to safely mount the lights.

All cables necessary for connection of specified equipment.

Up to 5 Cable trays for protection of cables and guest safety from stage to console.

Distribution boxes, cabling and fuses for connection to and distribution of electrical power from generators for the 1 stage.

Spare equipment as necessary to avoid down time due to any single point failure extending for greater than five (5) minutes.

Personnel

Dedicated personnel to operate the mixing boards and light controller(s) and to focus and adjust lighting as necessary prior to and during the event.

Such additional personnel as required for event load-in and load-out.

Miscellaneous

In addition to the foregoing, the Contractor shall provide such other lighting equipment, software and personnel as are required to deliver professional quality show lighting throughout the event.

Contractor will provide food, ice & water for Contractors and City personnel.

Load-in/Load-out Dates

Contractor shall have access as available to the stage as soon as they are set up on Saturday, July 2nd, 2016. Tear down will commence following the completion of the last performance on Monday, July 4th, 2016, and shall be completed and the stage fully vacated by midnight on said date.

Staging

Contractor will provide one covered main stage.

THE EVENT:

- Manage, organize, coordinate and oversee the entire July 4th Celebration including but not limited to:
 - Artists
 - Performances
 - Vendors
 - Sponsors
 - Signage
 - Marketing & Promotions
 - Staging
 - Sound
 - Lighting
 - Restrooms
 - Information Booth(s)
 - Hospitality Suite
 - Parking
 - Event Clean up and Break Down
- Determine logistics, personnel, supplies and materials, advertising, how big the event will be, but must at a minimum must include the items described in this Exhibit A:
 - Monday, July 4th 8 a.m. to 11 p.m.
- Develop, screen, and select the music: To include the types of acts and music and how long each will perform and on what stage; however, all acts and music shall be family friendly in presentation and language utilized
- Schedule and manage Music Acts/Stages/Schedules
- Manage Arts and Crafts, Vendors and Sponsorships
- Schedule, prepare and place all advertising for the Event, which at a minimum shall consist of signage, newspaper print promotions, website, radio, television, flyers, and brochures/programs.
- Manage parking and overflow parking. Contractor shall not charge patrons a fee for parking.
- Coordinate with local police and fire department to assure a safe and fun environment for all
- Coordinate and meet with all designated city officials and staff leading up to and on the day of the Event.
- Coordinate with all city department leaders to ensure a safe and successful Event
 - Coordinate and meet with Rebekah Morgan to assure understanding of Event and pending items
- Coordinate and meet all Event servicers
 - Entertainment Companies
 - Set-up of Stages and Sound
 - Classic Cars and Bikes Contractors
 - All Events Vendors and their assigned locations
 - All Events Sponsors
- Provide a Team of experts to work on the day of the Event
 - Team members will be assigned to all designed locations to assure communications with contracted services, vendors, entertainment and volunteers
- Assign locations to all Vendors, Entertainment, Volunteers, City staff workers, and all parties participating in the 2016 July 4th Celebration.
- Prepare a layout for the Event.
- Provider shall release to City a copy of all written and verbal details pertaining to the 2016 July 4th Celebration and Post event report
- No more than 2 food vendors serving the same type of food shall be allowed, and those two must be spaced at least 5 vendors apart.

Artists and Performances

Contractor will contract with, schedule, and coordinate all performing acts & entertainment for the stage). Main Stage performance hours will be from 8 am until 11pm on Monday, July 4th.

Organize and Pay for as previously described herein:

- Obtain & Contract with all performers
- Ensure proper licenses for music are obtained and paid
- Obtain Input Lists and Stage Plots for each act
- Develop & Manage performance time lines
- Coordinate performer traffic flow & parking
- Provide a tent/green room at the stage with water
- Any and all equipment, labor, and other necessary items to provide entertainment
- Traffic Flow
- Safety
- Communications
- Merchandising
- Event Activities

Other Contractor Functions

Except for Sponsors brought in by The City of Groveland, Contractor will contact, contract with, and manage the following:

- Sponsors
- Vendors
- Signage, Promotions/Marketing – Contractor will provide stage banners, area signs, Radio, TV and Print promotions for the event. Print Advertising to include brochures/programs, flyers and newspaper ads. City will provide Contractor with all forms of required artwork such as Event and City Logo's.
- Restrooms – Contractor will provide 7 porta potty's and will have them sanitized no less than three times on Monday; Contractor will ensure porta potty's remain stocked with toilet paper
- Information Booth(s) – Contractor will set up and provide personnel for Booth(s)
- Communications – Contractor will provide walkie talkie systems for event management.

Contractor is responsible for oversight and coordination of the following Event Activities, but must meet with and coordinate with the City for their input for the following:

- **Event Activities:**
- Family Feud
- Red, White, and Blue Pie Contest
- Vintage Cars and Bikes Show
- Arts & Crafts Vendors
- Kids Zone
- Food Trucks
- Skate Board Park
- Watermelon Eating Contest
- Domino Tournament
- Firecracker Pageant
- Most Patriotic Attire Contest

EXHIBIT "B"
THE COMPENSATION

The Contractor shall be paid total compensation for the Services in the aggregate sum of nineteen thousand nine hundred ninety dollars (\$19,990.00). Said sum shall be payable as follows:

- The sum of \$9,995.00 shall be paid at the signing of this contract.
- The sum of \$4,997.50 shall be paid on or before May 6th, 2016.
- The balance of \$4,997.50 on July 7th at the completion of debriefing of event

Contractor shall be solely responsible for all labor, materials and equipment for the stage. The following Expenditures are the sole responsibility of Contractor.

Expenditures:

Live Music:	1,600
Disc Jockey	500
Stage	1,300
Tents	1,150
Sound System	1,750
Car Show	1,500
Marketing: Design, Collateral	2,000
Signage	300
Porta Potties	490
Event Management Team	1,500
Security	375
Communication	270
Medical Aid Station	280
Tables and Chairs	700
Fans	300
Generators	1,800
Food & Beverage	300
Parking Attendants	600
Signage	200
Supervisors	350
Golf Carts (4)	300
Insurance	800
Liability	800
Credentials for event	125

staff	
T-Shirts	300
Miscellaneous	400
Total Expenditures	19,990

EXHIBIT "C"
CONTRACTOR'S FEE SCHEDULE

VENDOR BOOTHS:

Cost:

- 10 x 20 Booth: \$100 without power; \$150 with power
- 10 x 30 Booth: \$200 without power; \$250 with power

EXHIBIT "D"
EVENT SCHEDULE TIMELINE

Groveland 4th of July Celebration Timeline

Name of Event: Festival of Fun, Family, and Fireworks

Date of Event: July 4, 2016

Location of Event: Downtown Groveland, FL

Pre-event meeting with SRT Communications

- Planning Meeting, March 24
- Planning Meeting, April 28
- Planning Meeting, May 26
- Planning Meeting, June 9
- Walkthrough, June 30

Planning milestones

- Major Planning Milestones
 - 19 Jan – Request direction for event from Council
 - 1 Feb – 4th of July Workshop
 - 17 Feb – 4th of July Workshop
 - 1 Mar – Submit initial timeline to City Manager
 - 7 Mar – Present contract to Council
 - 7 Mar – Have contract signed
 - 7 Mar – Initial payment of \$9,995 at signing
 - 24 Mar– Planning meeting with SRT & key City staff
 - 4 Apr – Provide initial event overview to Council
 - 28 Apr – Planning meeting with SRT & key staff
 - 6 May – Second payment of \$4,997.50 due
 - 11 May – Provide update to City Manager
 - 26 May – Planning meeting with SRT & key City staff
 - 1 June – Provide update to City Manager
 - 9 June - Planning meeting with SRT & key staff
 - 20 June – Provide update to Council (if needed)
 - 30 June – Walkthrough with SRT and key City Staff
 - 1 July – City staff will complete any outstanding work identified on 30 June
 - 4 July – Event

Post Event Meeting with Event Professional

- July 7
 - 7 July – Debriefing meeting
 - 7 July - Final payment of \$4,997.50 due

Rebekah Morgan

From: Rodney Lucas
Sent: Friday, August 19, 2016 9:59 AM
To: Rebekah Morgan
Cc: Redmond Jones; Rodney Lucas; Stephanie Thompson
Subject: FW: Groveland July 4th Event

Rebekah,

I'm forwarding this information for you 4th of July report. If you have any questions, contact Stephanie with SRT Communication & Marketing.

Thanks.

Rodney D. Lucas, MP&A
Interim Director of Community Development
Economic Development Manager/CRA Liaison



CITY OF GROVELAND
156 S LAKE AVENUE
GROVELAND, FL 34736

Phone: 352 429 2141
Fax: 352 429 3552

"The city with a future, watch us grow!"

Work: (352) 429-2141, ext. 225, Cell: (321) 246-0440, E-mail: rodney.lucas@groveland-fl.gov

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PUBLIC RECORDS NOTICE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Stephanie Thompson [<mailto:srthom0517@gmail.com>]
Sent: Friday, August 12, 2016 1:55 PM
To: Rodney Lucas <Rodney.Lucas@groveland-fl.gov>
Subject: Groveland July 4th Event

Hi Rodney,

Below is additional information about the Groveland event specifically related to the business impact.

As I mentioned to you previously, we surveyed local businesses asking if they experienced any impact during the event. The businesses surveyed all stated that they experienced an increase in traffic during the event.

Below are the businesses and individuals that we spoke with:

- Hardees - Tyler
- McDonald's - Richard - manager
- Race Trac - Jordan and Sam

Let me know if you have any questions.

Thanks.

Stephanie



City of
GROVELAND
Florida

SRT Communications and Marketing, LLC Scholarship

Scholarship Application Packet

The SRT Communications and Marketing, LLC scholarship is designed to recognize and reward students graduating from South Lake High School who have demonstrated personal growth and dedication to achieving a higher education.

Amount: \$200

Deadline: March 1, 2017

To be eligible to apply for the scholarship, **you must meet the following requirements:**

1. Have an overall GPA of 3.0
2. Be in good standing at school (portray a positive attitude and possess leadership skills)

Application Checklist

_____ Section A: Student / Family Information

_____ Section B: College / University Information

_____ Section C: Teacher Reference

_____ Section D: Essay

_____ Section E: Signatures

_____ Admission letter or documentation to College/University

For Office Use Only

Date Received: _____

All information included: Yes / No

Date Reviewed: _____

Section A: Student / Family Information

Student Name and Address

Last First MI

Street

City State Zip

Student Contact Information

Phone Number: _____

Email: _____

Student Bio Information

Date of Birth: _____ Student ID#: _____

Male: _____ Female: _____

Parent Name and Address

Last First MI

Street

City State Zip

Parent Contact Information

Phone Number: _____

Email: _____

Section B: College / University Information

Name of College or University you plan to attend:

Address

Street

City

State

Zip

Have you been accepted? Yes _____ No _____

If no, please explain:

Major field of study / degree plan: _____

Program length 2 year _____ 4 year _____

Please provide proof of acceptance

Section C: Teacher Reference

Eligible applicants must be in good standing at South Lake High School.

Scholarship applicant name: _____

This section must be completed by a faculty member of South Lake High School. Participation in all high school programs should be indicated below.

The above-named applicant has participated in these programs as noted below:

	Program	Achievements
9 th		
10 th		
11 th		
12 th		

Faculty Member Name

Faculty Member Signature

Date

Section D: Essay

Write a one-page essay explaining why a higher education is important to you.
(400-500 words; if necessary, attach one page to this page.)

Section E: Signatures

I hereby apply for the SRT Communications and Marketing
Scholarship and confirm that all the information provided herein is true and
correct.

Student Signature

Date

Parent Signature

Date

City of Groveland
Minutes
City Council Meeting
Monday, August 15, 2016

The Groveland City Council held a regularly scheduled meeting on Monday, August 15, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:10pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, John Griffin and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Chief M. Smith Tennyson.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance led by Vice Mayor Karen McMican. The invocation was given by George Rosario.

Guest Speaker, Presentations and Proclamations

- **Proclamation – Constitution Week 2016**

REPORTS

a. Council Members

- Council Member John Griffin reported that all is well with his soul. Mr. Griffin thanked staff for the flowers he received following his return from the hospital and appreciated the encouragement. Mr. Griffin wished his fellow Council members well.
- Council Member Dina Sweatt reported that she attended the City of Groveland Budget Workshops on August 1st and August 8th. Mrs. Sweatt reported that on August 3rd she attended the closed session meeting. On August 6th Mrs. Sweatt attended the Democratic Community Center Breakfast at the Venetians Gardens in Leesburg. Mrs. Sweatt attended the Lake County Commission meeting on August 9th for a Keep Lake Beautiful Award. On August 12th she attended ethics training in Eustis, hosted by Lake County League of Cities. On August 15th she attended the Keep Lake Beautiful meeting. She reported that a thousand trees for a thousand years was planted along Lake Apopka, with the help of seventy-five volunteers
- Council Member Mike Radzik reported that he would be attending the Florida League of Cities Conference in Hollywood August 17th -21st. Mr. Radzik thanked the City Manager for the informative information included with the city manager's report packet. Mr. Radzik reported that he will be attending a meeting on August 16th with the city manager in Orlando at Broad & Cassel Law offices to discuss the Hwy 50 realignment project and strategize an approach to DOT for a possible Memorandum of Understanding (MOU) for alternative financing arrangements. On August 1st and August 8th he attended the City of Groveland Budget Workshops, and on August 3rd attended the closed session meeting. Mr. Radzik reported that he was concerned about the condition of Sampey Road and suggested that the City approach the Metropolitan Planning Organization (MPO) regarding this concern.

- Vice Mayor Karen McMican reported that she attended the City of Groveland Budget Workshops on August 1st and August 8th. She attended the closed session meeting on August 3rd and the CRA Workshop. On August 8th she attended the swearing in ceremony for the two new Groveland police officers. Mrs. McMican reported that she would be attending the Florida League of Cities Conference in Hollywood August 17th-21st.
- Mayor Tim Loucks reported that he attended a campaigning event and spoke with a family member of a pulse shooting victim, who extended their appreciation for the proclamation the city did for the Pulse shooting victims. Mr. Loucks stated he would like to extend an invitation to this family to attend the air lantern ceremony the city plans to do in the future. Mr. Loucks reported that he received three phone calls from John Toth from Indian Hills, who is interested in purchasing a portion of the tractor supply property for an expansion to their distribution center.

Consensus from Council to direct staff to look into Mr. Toth's request and determine the details of the request and bring information back to Council.

b. City Manager

City Manager, Redmond Jones gave his written report to Council.

Consensus from Council to allow the city manager to sign the property owner and agent affidavit on behalf of the owners of West Villas LLC for their planning and zoning application.

c. City Attorney

City Attorney, Anita Geraci-Carver reported that her office will be contacting the Council regarding a closed session meeting to coordinate a date and time. She will announce the meeting at the next Council meeting.

d. Citizen Advisory Committee

CONSENT AGENDA

- **Approval of City Council Meeting Minutes of August 1, 2016**
- **Approval of City Council Workshop Minutes of August 1, 2016**
- **Approval of City Council Workshop Minutes of August 8, 2016**

Council Member Dina Sweatt moved to approve; seconded by Council Member John Griffin.

The motion was approved with all members present voting aye.

OLD BUSINESS

1. Ordinance 2016-08-17: Vacation of Easement Southgate – Final Reading

Council Member Dina Sweatt moved to approve; seconded by Vice Mayor Karen McMican.

The motion was approved with all members present voting aye.

NEW BUSINESS

2. Approve Amended Traffic Signal Maintenance and Compensation Agreement

Vice Mayor Karen McMican moved to approve; seconded by Council Member Mike Radzik.

The motion was approved with all members present voting aye.

3. Award Municipal Services Water, Wastewater and Reclaim Water User Rate Study to PRMG

Vice Mayor Karen McMican moved to approve; seconded by Council Member Mike Radzik.

Both Vice Mayor Karen McMican and Council Member Mike Radzik amended their motion to approve and include in the language that all data requested by PRMG for the study be reviewed by Council before forwarding to PRMG.

The motion was approved with all members present voting aye.

4. Resolution 2016-08-26: Revise Interlocal Agreement Between the City of Groveland and the City of Mascotte for Provision of Wastewater Services

Council Member John Griffin moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

5. Discussion – Air Lantern Release Ceremony for Pulse Victims

Consensus from Council to have the City Manager collect ideas and/or suggestions for this item provided by Council members and residents and then bring back to a future council agenda.

6. Approve Contract with Gina Hall – HR Consulting, LLC

Council Member John Griffin moved to approve; seconded by Vice Mayor Karen McMican.

The motion was approved with all members present voting aye.

Council Member John Griffin left the meeting at 8:40pm.

PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 8:45pm

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

City of Groveland
Workshop Minutes
City Council
Monday, August 15, 2016

The Groveland City Council met in a workshop on Monday, August 15, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:05pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. City officials present were: City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Chief M. Smith Tennyson. Council Member John Griffin was absent.

AGENDA

1. Review and Finalize the 2016-2017 General Fund Budget

Finance Director, Gwen Walker addressed the Council outlining the following changes in the proposed General Fund budget:

- *Prepared and presented at 5.6 millage rate*
- *Funding for the July 4th event eliminated*
- *Funding for a CALEA administrator (\$61,000) eliminated*
- *Funding for public engagement for the PPP (\$25,000) eliminated*
- *Travel expenses reduced to \$15,000*
- *\$10,500 added for gift cards for employees at Christmas*
- *Shortfall between anticipated revenues and anticipated expenditures of \$106,913 will be funded by General Fund unassigned funds.*

Consensus from Council for funding for the planner to remain in budget, providing sufficient justification has been provided in support of this position.

2. Review and Finalize the 2016-2017 Enterprise Fund Budget

Finance Director, Gwen Walker addressed the Council outlining the following changes in the proposed Enterprise Fund Budget:

- *Reduced renewals and replacements line item (621) from \$365,000 to \$155,000*

3. Review and Finalize the 2016-2021 Capital Improvement Plan Budget

Finance Director, Gwen Walker addressed the Council outlining the following changes in the proposed Capital Improvement Plan Budget:

- *Remove funding for the design of a municipal complex from the model entitled "Funded Through Daily Operations" (\$1,000,000)*
- *Added Conceptual Design – Municipal Complex and Existing Conditions Report to the model entitled "Discretionary Tax Funding" (\$200,000)*

Consensus form Council to remove the \$200,000 for conceptual design for the Municipal Complex.

PUBLIC COMMENT

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 6:40pm.



Attest:

Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: September 6, 2016
--

ITEM NUMBER:	1
AGENDA ITEM:	July 4th Celebration 2017
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Rebekah Morgan
DATE:	August 23, 2016

BACKGROUND: Staff has received the financial and economic impact reports for the July 4th Celebration from SRT Communications. The initial budget for the event was \$31,000, \$10,000 being allocated for fireworks. Sponsorship funds totaled \$13,450, which gave the City a total of \$44,450 for the event. Expenditures totaled \$32,501.89. The City ended the event with a total of \$11,948.11.

Based off of this data, staff would like to present the following discussion items to Council:

1. For the 2017 event, does Council want a full day or half day (4-10pm) event?
2. Should Council decide on a full day event, how do they propose raising \$30,000 to produce the event? Raising that amount of sponsorship dollars would require a staff member to work it as a full-time job.
3. Does Council want to coordinate the event in-house or contract it out to an event planner?
4. Would Council like to continue holding the event at Lake David Park, or move it to Robert A. Davis park?
5. Would Council like to enhance the fireworks display with music?

STAFF RECOMMENDATION: Click here to enter text.
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: September 6, 2016
--

ITEM NUMBER: 2

AGENDA ITEM: Discussion Item: Drones

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Anita Geraci-Carver, City Attorney
--

DATE: August 31, 2016

BACKGROUND: During a recent Council meeting a citizen raised concerns with a drone flying around her home. It was reported that the police responded, advised her it was a civil matter, but did speak with the person who was using the drone. Council directed staff to look into regulations relating to drones. Drones are regulated by the Federal Aviation Authority and Florida Statutes.

§934.50, Florida Statutes, a copy of which is attached, in part prohibits a person from using a drone equipped with a recording device to record an image of privately owned property or an image of the owner, tenant, occupant, guest, or other that property with the intent to conduct surveillance in violation of the person's reasonable expectation of privacy without his or her consent. The statute states, that for purposes of this law, a person is presumed to have a reasonable expectation of privacy on their property if he or she is not observable by persons located at ground level in a place where they have a legal right to be, regardless of whether he or she is observable from the air. For example, a person is sitting in their fenced in back yard. The fence precludes someone on the outside of the fence standing a ground level from seeking the person. Therefore, that person is presumed to have an expectation of privacy while sitting in their backyard for purposes of this law.

The remedy available for a violation of the statute is that the person may file a civil lawsuit against the person using the drone and seek compensatory damages and injunctive relief to prevent future violations.

The statute also provides exceptions to the use of drones which conduct surveillance, including, but not limited to, property appraiser office for the purpose of assessing property for ad valorem taxation, capture images by or for an electric, water, or natural gas utility, and to deliver cargo if operating in compliance with FAA requirements.

The Federal Aviation Administration (FAA) regulates safety in the use of drones. Care has to be taken to ensure the City does not regulate that which is pre-empted to the FAA.

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I was able to locate two cities in the State of Florida that have adopted regulations relating to drones in their cities. One city allows a person who obtains a special event permit to photograph their event using a drone; allows drones to be flown only at one named City park when the fields are unoccupied, and provides that drones cannot be flown within 25' of people, power lines, buildings or light fixtures. The other city prohibits drones to be flown within or over a sporting and/or large venue special event including within a ½ mile radius of certain parks/venues and over public parks and facilities during large special events. Elsewhere in the city, the drone can't be larger than 5 lbs. and can't be equipped with cargo, weapon, etc.

STAFF RECOMMENDATION: Provide direction
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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Select Year: 2016

The 2016 Florida Statutes

Title XLVII
CRIMINAL PROCEDURE AND
CORRECTIONS

Chapter 934
SECURITY OF COMMUNICATIONS;
SURVEILLANCE

[View Entire
Chapter](#)

934.50 Searches and seizure using a drone.—

(1) **SHORT TITLE.**—This act may be cited as the “Freedom from Unwarranted Surveillance Act.”

(2) **DEFINITIONS.**—As used in this act, the term:

(a) “Drone” means a powered, aerial vehicle that:

1. Does not carry a human operator;
2. Uses aerodynamic forces to provide vehicle lift;
3. Can fly autonomously or be piloted remotely;
4. Can be expendable or recoverable; and
5. Can carry a lethal or nonlethal payload.

(b) “Image” means a record of thermal, infrared, ultraviolet, visible light, or other electromagnetic waves; sound waves; odors; or other physical phenomena which captures conditions existing on or about real property or an individual located on that property.

(c) “Imaging device” means a mechanical, digital, or electronic viewing device; still camera; camcorder; motion picture camera; or any other instrument, equipment, or format capable of recording, storing, or transmitting an image.

(d) “Law enforcement agency” means a lawfully established state or local public agency that is responsible for the prevention and detection of crime, local government code enforcement, and the enforcement of penal, traffic, regulatory, game, or controlled substance laws.

(e) “Surveillance” means:

1. With respect to an owner, tenant, occupant, invitee, or licensee of privately owned real property, the observation of such persons with sufficient visual clarity to be able to obtain information about their identity, habits, conduct, movements, or whereabouts; or
2. With respect to privately owned real property, the observation of such property’s physical improvements with sufficient visual clarity to be able to determine unique identifying features or its occupancy by one or more persons.

(3) **PROHIBITED USE OF DRONES.**—

(a) A law enforcement agency may not use a drone to gather evidence or other information.

(b) A person, a state agency, or a political subdivision as defined in s. 11.45 may not use a drone equipped with an imaging device to record an image of privately owned real property or of the owner, tenant, occupant, invitee, or licensee of such property with the intent to conduct surveillance on the individual or property captured in the image in violation of such person’s reasonable expectation of privacy without his or her written consent. For purposes of this section, a person is presumed to have a reasonable expectation of privacy on his or her privately owned real property if he or she is not

observable by persons located at ground level in a place where they have a legal right to be, regardless of whether he or she is observable from the air with the use of a drone.

(4) **EXCEPTIONS.**—This section does not prohibit the use of a drone:

(a) To counter a high risk of a terrorist attack by a specific individual or organization if the United States Secretary of Homeland Security determines that credible intelligence indicates that there is such a risk.

(b) If the law enforcement agency first obtains a search warrant signed by a judge authorizing the use of a drone.

(c) If the law enforcement agency possesses reasonable suspicion that, under particular circumstances, swift action is needed to prevent imminent danger to life or serious damage to property, to forestall the imminent escape of a suspect or the destruction of evidence, or to achieve purposes including, but not limited to, facilitating the search for a missing person.

(d) By a person or an entity engaged in a business or profession licensed by the state, or by an agent, employee, or contractor thereof, if the drone is used only to perform reasonable tasks within the scope of practice or activities permitted under such person's or entity's license. However, this exception does not apply to a profession in which the licensee's authorized scope of practice includes obtaining information about the identity, habits, conduct, movements, whereabouts, affiliations, associations, transactions, reputation, or character of any society, person, or group of persons.

(e) By an employee or a contractor of a property appraiser who uses a drone solely for the purpose of assessing property for ad valorem taxation.

(f) To capture images by or for an electric, water, or natural gas utility:

1. For operations and maintenance of utility facilities, including facilities used in the generation, transmission, or distribution of electricity, gas, or water, for the purpose of maintaining utility system reliability and integrity;

2. For inspecting utility facilities, including pipelines, to determine construction, repair, maintenance, or replacement needs before, during, and after construction of such facilities;

3. For assessing vegetation growth for the purpose of maintaining clearances on utility rights-of-way;

4. For utility routing, siting, and permitting for the purpose of constructing utility facilities or providing utility service; or

5. For conducting environmental monitoring, as provided by federal, state, or local law, rule, or permit.

(g) For aerial mapping, if the person or entity using a drone for this purpose is operating in compliance with Federal Aviation Administration regulations.

(h) To deliver cargo, if the person or entity using a drone for this purpose is operating in compliance with Federal Aviation Administration regulations.

(i) To capture images necessary for the safe operation or navigation of a drone that is being used for a purpose allowed under federal or Florida law.

(5) **REMEDIES FOR VIOLATION.**—

(a) An aggrieved party may initiate a civil action against a law enforcement agency to obtain all appropriate relief in order to prevent or remedy a violation of this section.

(b) The owner, tenant, occupant, invitee, or licensee of privately owned real property may initiate a civil action for compensatory damages for violations of this section and may seek injunctive relief to prevent future violations of this section against a person, state agency, or political subdivision that violates paragraph (3)(b). In such action, the prevailing party is entitled to recover reasonable attorney

fees from the nonprevailing party based on the actual and reasonable time expended by his or her attorney billed at an appropriate hourly rate and, in cases in which the payment of such a fee is contingent on the outcome, without a multiplier, unless the action is tried to verdict, in which case a multiplier of up to twice the actual value of the time expended may be awarded in the discretion of the trial court.

(c) Punitive damages for a violation of paragraph (3)(b) may be sought against a person subject to other requirements and limitations of law, including, but not limited to, part II of chapter 768 and case law.

(d) The remedies provided for a violation of paragraph (3)(b) are cumulative to other existing remedies.

(6) PROHIBITION ON USE OF EVIDENCE.—Evidence obtained or collected in violation of this act is not admissible as evidence in a criminal prosecution in any court of law in this state.

History.—s. 1, ch. 2013-33; s. 1, ch. 2015-26.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: September 6, 2016

ITEM NUMBER:	3
AGENDA ITEM:	Discussion - The Proposed Donald Bronson Groveland Historical Museum.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Redmond Jones, City Manager
DATE:	August 31, 2016

BACKGROUND:

A proposal to build the City of Groveland a new Groveland Historical Museum has been presented to the city. The partners involved in this proposal is the Groveland Historical Society and Philanthropist Donald Bronson. The proposal seeks partnership with the City of Groveland to build a Historical Museum at no cost to the city. This structure would be sized at 3,100 square feet, with a value per square foot at \$119.26 based on the International Code Council valuation. This estimates the value of the building at approximately \$369,706.

In exchange for this donated investment the city would have to agree to the following terms:

1. The City would be obligated to clear and level the land and have it ready to pour the pad.
2. Mr. Bronson would be building the structure free and clear of permit and impact fees.
3. Mr. Bronson will pay the expense of construction.
4. The City would be responsible for the upkeep and insurance.
5. The City would be responsible for keeping the building locked at times it is not in use.
6. The City would have to agree to keep alcohol sales or alcohol use from the building, despite any future ordinance changes.
7. The City agree to provide some naming right "Donald Bronson" in the building title / designation(s).

It has been determined that the best location for this proposed project is to share an approximated 1.8 acre portion of the city owned property commonly referred to as the "Tractor Supply Property". Although this property has gained interest from another party, staff has reached an conceptual agreement between the interested parties that will allow the property to be shared in such a matter that meets the needs of all the stakeholders involved. As shown in Illustration A and Illustration B.

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Illustration A shows the potential layout of the project with opportunity for future development behind Tractor Supply. Illustration B shows the potential industrial expansion as described by the adjacent land owner. This illustration has reached conceptual approval by the stakeholders involved.

Illustration A



Illustration B



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The Groveland Historical Society is a 501(c)(3) nonprofit organization whose mission is to preserve the significant history of Groveland, Florida, for the education and enjoyment of the public. The Groveland Historical Society currently under cooperative partnership with the City of Groveland runs the Groveland Historical Museum. The Groveland Historical Museum is known for its love of the Groveland community and the inspired movement to gather and share information, photographs, and memorabilia connected to the city's past.

Donald Bronson is a Central Florida native that grew up a poor cattle and hog farmer that has turned farming into a profitable enterprise. Bronson now philanthropist has built several community buildings with the intent to be able to serve the public well after he is gone.

With the stakeholders in agreement, the synergy of having a proposed fire station nearby, the location near Hwy 50, the eventual location of the coast to coast trail, and satisfying the desires of our in-kind construction expense that is valued at \$369,706; staff recommends City Council direct the City Manager to reach a memorandum of understanding (per City Council approval) and bring forward an Agreement for City Council Consideration.

STAFF RECOMMENDATION: Direction from City Council to Direct the City Manager to bring forward an Agreement with Donald Bronson and the City for the Construction of the Donald Bronson Groveland Historical Museum.
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: September 6, 2016
--

ITEM NUMBER:	4
AGENDA ITEM:	Discussion Item – Performance Bonds and Maintenance Bonds
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Anita Geraci-Carver, City Attorney
DATE:	August 31, 2016

BACKGROUND: In answering questions the City received from concerned citizens about bonds which may be available to make repairs or maintain private roads within the City, the City Manager wanted to look at the City's requirements for performance bonds and maintenance bonds.

The City's Code, which is attached, provides the following:

Performance Bond: If at the time the final subdivision plat is approved by Council not all on-site and infrastructure and improvements are constructed, then the developer is required to post a performance bond as security to ensure all such infrastructure and improvements are installed. Once the infrastructure and improvements are complete, the City has inspected and has accepted the public improvements, and inspected private improvements then the performance bond ends. However, if at the time the final subdivision plat is approved by Council all infrastructure and improvements are constructed, then a performance bond is not required. A performance bond is to guaranty installation and approval of all public and private on-site or off-site improvements.

The performance security must be in the amount of 110% of the estimated construction costs of the improvements. Instead of a performance bond, a letter of credit may delivered provided the total cost of the subdivision improvements does not exceed \$500,000.

Maintenance Bond: Once all subdivision infrastructure and public improvements have been constructed, the City has inspected all improvements and has accepted all public improvements, then a maintenance bond is required from the developer. The maintenance bond is in place for a period of 2 years from when the improvements are accepted by the City to ensure that any public improvements which are defective in materials or workmanship or which were not constructed in compliance with approved plans and specifications, final plat or City regulations are repaired within the 2 year period without the need to expend public funds.

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The maintenance security must be in the amount of 20% of the construction costs of paving and drainage, and 20% of the construction cost of all other public improvements.

The City regulations for performance bonds are in line with other local cities and the County. In reviewing the County's regulations relating to maintenance bonds, Groveland requires 20% of the construction costs, whereas the County only require 10%. It is recommended the City continue requiring no less than 20%. However Groveland may want to consider changes to its Code as noted below:

- Requiring a separate maintenance bond in favor of the entity having ownership of and maintenance obligations for non-public improvements, such as an HOA that owns a private subdivision road.
- Require a phasing plan from developers for residential subdivisions to ensure that construction vehicles will not travel over newly constructed subdivision roadways to continue construction in future phases of the development, and if such travel cannot be avoided, a mechanism that requires a longer maintenance bond.
- Adding language which makes performance and maintenance bonds applicable to non-residential projects where public improvements are being constructed.

STAFF RECOMMENDATION: Provide direction
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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ARTICLE IV. - ASSURANCE FOR COMPLETION AND MAINTENANCE OF IMPROVEMENTS**Sec. 145-106. - Performance security.**

- (a) In order to receive final plat approval before the installation of all improvements, the developer shall provide and maintain sufficient full performance security guaranteeing the installation and acceptance of all public on-site and off-site improvements, and the installation and approval of all private on-site or off-site improvements. Where security is required, the applicant shall deliver an estimate certified by a professional engineer for the complete construction of all improvements in compliance with the approved construction plans and specifications, design of the final plat and the requirements of these regulations.
- (b) In order to receive final plat approval after installation and approval of specific public or private improvements, but prior to installation and approvals of all public or private improvements, the developer shall provide sufficient partial performance security guaranteeing the installation of any remaining improvements not yet installed. Approval for posting a partial performance security must be given by the appropriate infrastructure department as it relates to the improvement. If all public improvements have been approved and accepted by the city, and private improvements have been approved and inspected by the city, the developer shall not be required to provide performance security upon final plat approval. The performance security shall be released by the city when all public improvements are installed, inspected and accepted, and when all private improvements are installed, inspected and approved pursuant to this article.
- (c) The applicant shall deliver performance security in the amount of 110 percent of the estimated construction costs of the improvements that such improvements will be built according to the final plat, and the requirements of these regulations. The applicant will file security in the amount of 20 percent paving and drainage, and 20 percent for all other improvements, of the engineer's estimated cost of the initial security for maintenance of the improvements upon completion.
- (d) Where approved performance security has been provided and the improvements have not been installed according to the approved construction drawings, this Code or the terms of the performance security instrument, the city may, upon ten days' written notice to the parties to the instrument, declare the performance security to be in default and exercise the city's rights thereunder. Upon default, no further permits or approval shall be granted for the project until adequate progress toward completion of the remaining improvements is shown as determined by the city.

(e) The following terms and conditions shall apply to the different forms of security as indicated in subsection (e)(1) and (2) of this section:

- (1) *Performance bond.* The applicant shall deliver to the city a good and sufficient performance bond guaranteeing the construction of the subdivision improvements and that such improvements shall be free from defects in materials and workmanship. All bonds required by this section shall be issued from a company licensed as a surety in the state. In addition, the bond shall contain an agreement that the principal and surety therein agree to pay the city all court costs and reasonable attorney's fees incurred by the city if the city commences legal action to enforce the terms of the bond. The form of the bond submitted under this section shall be approved by the city and shall be filed with the community development director.
- (2) *Letter of credit.* The applicant shall deliver to the city a good and sufficient letter of credit issued by a banking institution located in the county that such improvements shall be free from defects in material and workmanship. A letter of credit shall be accepted as security where the total cost of the subdivision improvements does not exceed \$500,000.00. The developer shall execute a written agreement with the city authorizing the city to draw upon the letter of credit if the developer fails to fully and timely complete the performance, payment, or maintenance obligations undertaken by the developer. Only one letter of credit shall be accepted as security for a developer's construction obligation, or maintenance obligation, with respect to a subdivision or development, and multiple, combined, partial or successive letters of credit to secure the construction of a single subdivision, or the maintenance thereof, will not be accepted. Any letter of credit furnished the council shall contain an agreement that the surety or financial institution shall pay the council costs, including reasonable attorney's fees, if the council finds it necessary to commence legal action on the security. The form of the letter of credit submitted under this section shall be approved by the city and shall be filed with the community development director.

(LDR 1994, ch. XII, § 4.0; Ord. No. 2007-05-26, § 1, 5-7-2007; Ord. No. 2008-11-49, § 5, 11-17-2008)

Sec. 145-107. - Maintenance security.

Where a request is made for acceptance for maintenance by the city of public improvements, security for maintenance in the amount of 20 percent of the construction cost of paving and drainage, and 20 percent of the construction cost of all other public improvements, shall be posted with the city. The security shall be in the form provided for in section 145-106 and provide

that the city shall be indemnified if the applicant does not replace or fully repair any public improvements in the subdivision which are defective in materials or workmanship, or which were not constructed in compliance with approved plans and specifications, the design of said final plat or the requirements of these regulations. The terms of the security shall provide that the security shall expire two years from the date the improvement was accepted for maintenance by the city, unless the city serves by mail to the applicant written notice that the improvements are defective in materials or workmanship or were not constructed in compliance with the approved plans and specifications, the design of said final plat, or the requirements of these regulations within the two years.

(LDR 1994, ch. XII, § 4.1; Ord. No. 2007-05-26, § 1, 5-7-2007; Ord. No. 2008-11-49, § 5, 11-17-2008)

Sec. 145-108. - Inspections.

- (a) As the improvements are being constructed within the subdivision, the city staff or consulting engineer or their representatives shall have the right and privilege to inspect and visit the tract for the purpose of ensuring that all improvements are being constructed in conformity with the provisions of these regulations and said approved construction plans and regulations.
- (b) The city's public works director or his authorized representative shall be specifically notified of the commencement and completion of the following items of construction so that an immediate inspection can be performed to assure construction in conformity with said approved construction plans and specifications and the requirements of these regulations:
 - (1) Drainage facilities, lift stations and sanitary sewer lines, and all other appurtenances, prior to backfilling.
 - (2) Stabilized subgrade.
 - (3) Curb, base, and concrete work.
 - (4) Roadway base.
 - (5) Surface course.
 - (6) Permanent reference monuments and permanent control points.
- (c) The failure to notify the city's staff or their designated representatives of the commencement and completion of the construction of such items may be good cause for the city's staff to refuse to issue a certificate of completion.

(LDR 1994, ch. XII, § 4.2; Ord. No. 2007-05-26, § 1, 5-7-2007; Ord. No. 2008-11-49, § 5, 11-17-2008)

Sec. 145-109. - Issuance of certificate of completion.

- (a) Upon completion of construction of the improvements, the applicant or his authorized representative shall provide to the city's public works director the following items:
 - (1) A letter stipulating that construction of the improvements has been completed and requesting final inspection and approval.
 - (2) The testing reports and certificates of compliance from material suppliers.
 - (3) Three sets of as-built construction plans and a digital copy in a format required by the city. The as-built set of plans must bear the official seal of a currently registered professional engineer licensed by the state.
 - (4) If a municipality is accepting a public water system, there must be a document indicating municipal acceptance of the construction of the water system.
 - (5) A document of certificate of completion (DEP form 17-1,205(81) or as amended) must be presented to the city upon completion and final acceptance of construction of a sewer collection system.
- (b) Upon receipt of the items listed in subsection (a) of this section, the city's public works director or his authorized representative shall review said data and make a final inspection of the constructed improvements and shall notify the applicant of any items of noncompliance with said construction with the design contained in the final plat, the approved construction plans and specifications, and the provisions and requirements of these regulations. A certificate of completion shall be issued by the city when the construction of said improvements is completed in conformity with the design contained in the approved construction plans and specifications, and the provisions and requirements of these regulations.

(LDR 1994, ch. XII, § 4.3; Ord. No. 2007-05-26, § 1, 5-7-2007; Ord. No. 2008-11-49, § 5, 11-17-2008)

Sec. 145-110. - Time for construction of sidewalks.

No person shall occupy, inhabit, or dwell in any structure on any lot or parcel of land in a subdivision until after the developer of the subdivision, or the owner of such lot or parcel of land in a subdivision, shall have first constructed and installed in the right-of-way of any public street or streets abutting such lot or parcel of land, and on the side of such street or streets nearest such lot or parcel of land, a sidewalk extending the entire distance that such lot or parcel of land abuts the public street or streets. The sidewalk shall be constructed in accordance with specifications and requirements of the regulations applicable to the construction of sidewalks

within subdivisions, and shall conform in all respects to the applicable portion of the plans and specifications for construction of public improvements in the subdivision submitted by the developer prior to approval of the plat by the city council. No certificate of occupancy shall be granted or issued for the occupancy of any structure on any lot, piece, or parcel of land in a subdivision until after the sidewalk required by this section has been installed as herein required and finally inspected and approved by the city's public works director.

(LDR 1994, ch. XII, § 4.4; Ord. No. 2007-05-26, § 1, 5-7-2007; Ord. No. 2008-11-49, § 5, 11-17-2008)

Sec. 145-111. - Extended time for construction of sidewalks.

The developer shall be responsible for constructing sidewalks and such sidewalks shall be installed prior to the final inspection of the subdivision improvements for the issuance of a certificate of completion; provided, however, that a developer desiring to defer construction of the sidewalks until dwellings have been constructed on the subdivision lots may extend the time for construction of the sidewalks for a period of time not to exceed two years from the date of recording of the subdivision plat.

(LDR 1994, ch. XII, § 4.5; Ord. No. 2007-05-26, § 1, 5-7-2007; Ord. No. 2008-11-49, § 5, 11-17-2008)



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: September 6, 2016
--

ITEM NUMBER: 5

AGENDA ITEM: Policy and Purchase of Metal Detector

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Chief M. Smith Tennyson

DATE: August 26, 2016

BACKGROUND: To establish policy on guidelines regarding security screening during city council meetings in city owned facilities and the purchase of portable walk through metal detectors.

It is recommended to Groveland City Council that all visitors and employees entering city facilities shall pass through the walk-through metal detectors and have packages, briefcases, purses, etc., screened through the x-ray screening equipment, or inspected by police personnel at the designated controlled access points. The only exception will be those persons, who by virtue of their position and assignment, are authorized to carry firearms into the city council meetings. These individuals include law enforcement officers as defined in Florida Statute, Chapter 790 while on duty. Such individuals, upon recognition by security personnel, are permitted to bypass screening equipment. Any exception to the policy must be supported by strong justification and is subject to approval by the City Manager, with the concurrence of the Groveland City Council. The price for the portable walk through metal detector - \$4,200. Additional up fitting to current facilities to meet fire code will need to be met prior to utilizing the metal detector.

STAFF RECOMMENDATION: Motion to Approve
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: September 6, 2016
--

ITEM NUMBER: 6

AGENDA ITEM: Municipal Services Water, Wastewater and Reclaim Water User Rate Study Contract /Agreement.

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: James Huish

DATE: August 31, 2016

BACKGROUND: The Public Services Utilities Division requests Council approval for the Mayor to sign the Municipal Services Water, Wastewater and Reclaim Water User Rate Study contract/agreement submitted by PRMG in the amount of \$22,000.00. Funding is available in the current budget.

We have provided a copy of the agreement that includes the City Attorney's comments. We have forwarded these comments to PRMG and will report on the status of the agreement on Tuesday evening.

STAFF RECOMMENDATION: Approval of the Mayor signing of the contract/agreement for consulting services related to the Municipal Services Water, Wastewater and Reclaim Water User Rate Study with PRMG.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants

August 29, 2016

Mr. James Huish
Director of Public Services
City of Groveland
156 S. Lake Avenue
Groveland, Florida 34736

Subject: Agreement to Provide a Water, Wastewater and Reclaimed Water Rate Study

Dear Mr. Huish:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this agreement to provide professional consulting services to the City of Groveland, Florida (the "City" or "Client") associated with the preparation of a water, wastewater and reclaimed water rate study (the "Rate Study"). The purpose of the Rate Study is to assist the City with its review and update of water, wastewater, and reclaimed water rates.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the principal in charge, project manager and primary contact with the City. Other staff consultants, analysts and administrative personnel will be utilized during the course of the engagement as needed. The services covered by this Agreement shall be billed based on the direct labor rates set out in Attachment A which is made a part of this proposal.

SCOPE OF SERVICES

The scope of services to be performed by PRMG is included on Attachment B, which is made a part of this proposal.

COMPENSATION AND BILLING

Based on the Scope of Services as summarized herein in Attachment B and the direct hourly labor billing rates as identified on Attachment A, we propose to establish a not-to-exceed contract budget to provide consulting services associated with the performance of the Impact Fee Study of \$22,000.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by PRMG for such other direct costs, if any, will be billed to the City based on the Standard Unit Costs or reimbursement schedule as reflected on Attachment A. It is proposed that PRMG will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the City.

Mr. James Huish
City of Groveland
August 29, 2016
Page 2

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for PRMG personnel shall be in effect and continue through the completion of the project or December 31, 2016, or some other contract period as mutually agreed to between the City and PRMG. It is anticipated that the project will be completed within 120 days after being given authorization to proceed.

Commented [AG1]: I recommend deleting or changing date

ADDITIONAL TERMS AND CONDITIONS

Additional standard terms and conditions, that are made part of this proposed agreement, are set forth in Attachment C which is made a part of this proposal.

We appreciate the opportunity to submit this agreement to provide rate consulting services to the City. If this agreement is acceptable, please execute both copies and return one copy to PRMG.

Very truly yours,

Public Resources Management Group, Inc.

Henry L. Thomas
Senior Vice President

ACCEPTED BY:

City of Groveland

Name

Title

Date

ATTACHMENT A

CITY OF GROVELAND, FLORIDA

WATER, WASTEWATER AND RECLAIMED WATER RATE STUDY

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD UNIT COSTS

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	\$185.00
Associate	\$140.00
Supervising Consultant	\$115.00
Senior Consultant	\$ 95.00
Senior Rate Analyst	\$ 85.00
Rate Analyst	\$ 75.00
Administrative	\$ 50.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

OTHER DIRECT COSTS - STANDARD RATES

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	\$0.485 per mile
Reproduction (black and white) (in house)	\$0.05 per page
Reproduction (color) (in house)	\$0.25 per page
Reproduction (contracted)	Actual Cost
Computer Time	\$0.00 per hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not to exceed per PRMG Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above.

ATTACHMENT B
CITY OF GROVELAND, FLORIDA
WATER< WASTEWATER AND RECLAIMED WATER RATE STUDY

SCOPE OF SERVICES

The scope of services to be performed by PRMG in the preparation of the Water, Wastewater and Reclaimed Water Rate Study will include the following tasks:

Task 1 - Kick-off Meeting

This task will involve attendance of an on-site project kick-off meeting to review and confirm the study goals and objectives, finalize the project work plan and project schedule, and review information required to prepare the rate study.

Task 2 – Prepare Data Request/Data Gathering Meeting

In order to perform the study on a timely basis, it will be necessary to collect as much information as possible at the beginning of the study process. A detailed data request will be prepared to assist the City staff with compiling specific information about the operations of the respective systems. The data requested will include budgetary, accounting and financial data, customer billing profiles and statistical information, existing asset records, future plant in-service requirements to meet service area needs, service area agreements, and historical and projected system demand requirements.

Task 3 – Institutional Background Review

In this task, the project team will review all budget documents, ordinances, resolutions, bond resolutions, loan agreements, wholesale agreements, and previous rate studies to identify and recommend appropriate financial targets and criteria to enable the City to track compliance with such requirements. In addition, as appropriate, management objectives including rate administrative issues, pricing philosophy, operating criteria and internal financial policies related to general fund transfers, reserve and cash fund balance levels will be identified in this task. The purpose of the institutional background review is to ensure that the utility rate and financial plan addresses the City's key policy issues. The identification of the key issues and factors at this stage of the project will establish the basis for the final study results.

Task 4 - Review of the City's Projections of New Development and Preparation of a Customer, Sales, and Usage Forecast

4.1 Review of the City's Development Projections: This task will involve reviewing the City's projection of new development to assess utility service requirements for the water, wastewater, and reclaimed water systems.

4.2 Development of Customer and Service Forecast: Based on trends in customer growth and usage requirements, including i) the three years of historical billing data compiled by the City, ii) discussions with the City staff about potential development within the service area, and iii) service area demographics, a customer and sales and usage forecast will be developed for each utility system. For purposes of this study, a range of alternative growth forecasts will be prepared to help examine the impact on revenues and revenue requirements. The forecast will be prepared on a basis consistent with the City's service area designations

and existing and proposed customer classes since: i) each class of customer may have different service requirements and rates of growth, which helps identify sales trends and changes in the customer base on a per class basis; and ii) the forecast will be used in the overall design of rates, including any rate structure adjustments that could affect cost recovery.

Task 5 – Develop Utility System Revenue Forecast

This task involves the development of utility system rate revenues from existing rates recognizing: i) the results of the customer and sales forecasts conducted in Task 4; ii) a usage profile based on historical billing data and relationships; and iii) the City's existing rates for service. The development of the rate revenue projections will also recognize the appropriate customer classes. A rate revenue "reasonableness test" will also be prepared to test the results of the customer billing data against the most recent historical rate revenues shown in the Comprehensive Annual Financial Reports.

Commented [AG2]: As drafted it makes it sound as though the existing rates will be the foundation for the new rates, as opposed to starting from the beginning and establishing rates.

Task 6 - Revenue Requirements Analysis and Cost Recovery Plan

This task estimates the amount of revenues to be recovered individually from water, wastewater, and reclaimed water rates. Specifically, this component of the study will include an estimate of net revenue requirements of each utility. This task also includes the development of detailed projections of operating costs, capital improvements related to renewals and replacements, debt service requirements, other utility transfers, and reserve fund requirements. A five-year financial forecast will be the basis for the development of the net revenue requirements from rates and cost recovery strategies.

Task 7 - Design of Proposed Rates, Fees and Charges

This phase of the project will include the development of alternative monthly rates and charges for water, wastewater, and reclaimed water utility service based on the revenue requirements and customer forecast developed in previous activities and a cost of service analysis to ensure that rates are fair and equitable among the City's various customer classes. This phase will include the classification and allocation of costs to the associated customer classes and rate structure components. The allocation to rate structure components will recognize the utility systems' fixed versus variable cost structure. This task will also include the presentation of the effects of proposed rates on the existing customers of the respective water, wastewater, and reclaimed water utility systems, and comparisons of the proposed rates and charges with those of other neighboring utilities.

Task 8 – Prepare Study Report and Presentation Briefing Documents

The results of the various rate study phases will be summarized in a draft and final rate study report, and briefing documents for presentation to the City. The report will document the study's assumptions and considerations, a summary of the methodologies relied upon in developing the proposed rate and fee structures, and findings and conclusions.

Task 9 – Present Study Results

A number of informal presentations will be made to the City staff throughout the course of the rate study. The activities will include presentations to staff throughout the term of the rate study consistent with the project tasks outlined above. In addition to four (4) meetings with City staff to review and confirm the results of the study, presentations will also be made to the public. These presentations include presentation of study results to the City Council in a workshop session and public hearing for the adoption of the rates. The project team will also assist the City attorney, as required, in reviewing the City's draft of the rate ordinance, or resolution, which sets forth the proposed utility rates and fees.

ADDITIONAL SERVICES

During the course of the study, the City may request additional services from PRMG. Such services will not be conducted until authorized by the City as mutually agreed between the City and PRMG. The City will be billed for such additional services based on the hourly rate schedule of PRMG's employees as shown in this Proposal or some other basis as mutually agreed between the City and PRMG. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of additional meetings above what is contemplated in the scope of services.
2. Performance of other rate analyses in addition to those being reviewed pursuant to the scope of services for this engagement.
3. Providing general consulting services relating to meeting with third parties regarding the derivation of the rates, providing litigation support services in the event of a challenge of the rates, and other related issues not contemplated in the above scope of services.
4. Delays in the project schedule that would affect the budget for the scope of services reflected herein.

STANDARD TERMS AND CONDITIONS**I. SCOPE**

Public Resources Management Group, Inc. (PRMG) agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter after the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at the actual cost as incurred by PRMG.

III. RESPONSIBILITY

PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. PRMG does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.

If PRMG's performance of services hereunder requires PRMG to rely on information provided by other parties (excepting PRMG's subcontractors), PRMG shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

PRMG agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of PRMG, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall PRMG be responsible or liable to Client for any incidental, consequential, or other indirect damages.

To the extent provided by law and without waiving any sovereign immunity client may enjoy, client agrees to indemnify, defend, and hold PRMG harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

VI. INSURANCE

PRMG shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$500,000
Medical Expense (Any one person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed/Operation General Aggregate	\$2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.
3. Professional liability insurance at a limit of liability of not less than \$2,000,000 aggregate.

VII. SUBCONTRACTS

PRMG shall not subcontract any portion of the work to be performed under this Agreement without prior written consent of Client.

STANDARD TERMS AND CONDITIONS

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or PRMG without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and PRMG as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state. Venue for any action arising hereunder shall be exclusively in Lake County, FL.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

PRMG shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of PRMG. PRMG will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by PRMG hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on PRMG's performance of its services hereunder.

XIV. WORK PRODUCT

PRMG and Client recognize that PRMG's Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. ~~Change, alternation, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify PRMG against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alternation or reuse.~~

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. PRMG may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. PRMG may suspend Work on the project in the event Client does not pay invoices when due without justification. PRMG shall be compensated for its reasonable expenses resulting from suspension due to nonpayment by Client including mobilization and de-mobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by PRMG: a) for cause, if Client breaches this Agreement through no fault of PRMG and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after PRMG has given written notice of the alleged breach to Client; or b) upon five days notice

STANDARD TERMS AND CONDITIONS

if Work under this Agreement has been suspended by either Client or PRMG in the aggregate for more than ninety (90) days.

AT 352-429-2141, 156 S. Lake Avenue,
Groveland, FL 34736."

In the event of termination, by Client without cause and with prior written request by Client, PRMG shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. PRMG shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article as authorized by Client.

XVII. MEDIATION

Prior to initiating any proceeding of any kind to enforce any claim, dispute or question between the parties, each party agrees to participate in non-binding mediation with a mediator as agreed upon by the parties. The cost of the mediation shall be borne equally by both parties and shall be conducted in Lake County, Florida.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the PRMG Project Manager and to the person signing the Agreement on behalf of the Client, and shall be effective upon delivery to the addressed stated in the Agreement.

XVIII. PUBLIC RECORDS

PRMG acknowledges that Client is subject to compliance with Florida's Public Records Law and therefore, PRMG agrees to at all times hereunder comply with said law to the extent that any documents created hereunder or related to this Agreement are public records.

IF THE CONTRACTOR HAS QUESTIONS
REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO
THE CONTRACTOR'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING
TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS



CITY COUNCIL WORKSHOP

MEETING DATE: September 6, 2016
--

ITEM NUMBER: 7

AGENDA ITEM: Agreement for Services Between the City and PRMG for Impact Fee Study

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker, Finance Director

DATE: August 31, 2016

BACKGROUND:

Attached is the proposed Agreement between the City and PRMG for services to provide an Impact Fee Study.

We have provided a copy of the agreement that includes the City Attorney's comments. We have forwarded these comments to PRMG and will report on the status of the agreement on Tuesday evening.

STAFF RECOMMENDATION: Approve the Agreement.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants

August 29, 2016

Ms. Gwen Walker
Finance Director
City of Groveland
156 S. Lake Avenue
Groveland, Florida 34736

Subject: Agreement to Provide an Impact Fee Study

Dear Ms. Walker:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this agreement to provide professional consulting services to the City of Groveland, Florida (the "City" or "Client") associated with the preparation of a utility and municipal impact fee study (the "Impact Fee Study"). The purpose of the Impact Fee Study is to assist the City with its review and update of Water, Wastewater, Police, Fire, and Recreation Impact Fees that are applied to new development.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the principal in charge, project manager and primary contact with the City. Other staff consultants, analysts and administrative personnel will be utilized during the course of the engagement as needed. The services covered by this Agreement shall be billed based on the direct labor rates set out in Attachment A which is made a part of this proposal.

SCOPE OF SERVICES

The scope of services to be performed by PRMG is included on Attachment B, which is made a part of this proposal.

COMPENSATION AND BILLING

Based on the Scope of Services as summarized herein in Attachment B and the direct hourly labor billing rates as identified on Attachment A, we propose to establish a not-to-exceed contract budget to provide consulting services associated with the performance of the Impact Fee Study of \$25,630.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by PRMG for such other direct costs, if any, will be billed to the City based on the Standard Unit Costs or reimbursement schedule as reflected on Attachment A. It is proposed that PRMG will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for the engagement. No

C:\Users\gwen.walker\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\OZDGOL5B\GrovelandImpactFeeAgreement.docx

341 NORTH MAITLAND AVENUE - SUITE 300 - MAITLAND, FL 32751
TELEPHONE (407) 628-2600 - FAX (407) 628-2610 EMAIL prmg@prmginc.com

Ms. Gwen Walker
City of Groveland
August 29, 2016
Page 2

additional services above the cost estimate will be performed without the prior written authorization of the City.

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for PRMG personnel shall be in effect and continue through the completion of the project or December 31, 2016, or some other contract period as mutually agreed to between the City and PRMG. It is anticipated that the project will be completed within 120 days after being given authorization to proceed.

ADDITIONAL TERMS AND CONDITIONS

Additional standard terms and conditions, that are made part of this proposed agreement, are set forth in Attachment C which is made a part of this proposal.

We appreciate the opportunity to submit this agreement to provide rate consulting services to the City. If this agreement is acceptable, please execute both copies and return one copy to PRMG.

Very truly yours,
Public Resources Management Group, Inc.

Henry L. Thomas
Senior Vice President

ACCEPTED BY:
City of Groveland

Name

Title

Date

ATTACHMENT A

CITY OF GROVELAND, FLORIDA

UTILITY AND MUNICIPAL SERVICES IMPACT FEE STUDY

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD UNIT COSTS

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	\$185.00
Associate	\$140.00
Supervising Consultant	\$115.00
Senior Consultant	\$ 95.00
Senior Rate Analyst	\$ 85.00
Rate Analyst	\$ 75.00
Administrative	\$ 50.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

OTHER DIRECT COSTS - STANDARD RATES

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	\$0.485 per mile
Reproduction (black and white) (in house)	\$0.05 per page
Reproduction (color) (in house)	\$0.25 per page
Reproduction (contracted)	Actual Cost
Computer Time	\$0.00 per hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not to exceed per PRMG Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above.

ATTACHMENT B
CITY OF GROVELAND, FLORIDA
IMPACT FEE STUDY

SCOPE OF SERVICES

The scope of services to be performed by PRMG in the preparation of the Impact Fee Study for the police, fire, and recreational services (the "Municipal Services") and the water and wastewater services (the "Utility Services") will include the following tasks:

Data Gathering:

1. *Preparation of Data Request* – PRMG will prepare a written data request outlining the necessary information that will need to be compiled by the City in order to complete the Impact Fee Study. The data request will be segregated by type of fee in order to assist the City with the data gathering efforts. Data that will be requested will include, but not be limited to, the following: i) personnel and staffing levels for police and fire departments, ii) inventory of existing capital equipment and facilities required to provide police and fire protection services, including buildings and structures, vehicles, equipment and equipping of personnel; iii) an inventory of recreation open space and the recreational facilities currently in service; iv) fixed asset data for the water and wastewater systems; v) population and development statistics; vi) service call information for police and fire protection services; vii) capital improvement programs for water and wastewater and municipal services; viii) utilization and capacity availability data for the existing water and wastewater treatment facilities; ix) comprehensive planning documents; x) information regarding current level of service standards; and xi) other data and information considered necessary to perform the study. PRMG will gather data regarding the level of fees currently charged by neighboring communities.
2. *Initial Project Meeting* – PRMG staff will attend an initial project meeting to affirm project goals and objectives, obtain and review compiled information and interview City staff. It is anticipated that this meeting will occur after the City has provided the data requested in the initial data request

Municipal Service Impact Fees:

1. *Municipal Service Area Forecast* – This task will include a review of service area demographics including any projections of service area population and new development by type of residential dwelling unit (e.g., single-family, multi-family, etc.) and ~~nonresidential commercial~~ development by land use type and square footage. The population projections and other service area demographics as contained in documents such as the City's Comprehensive Land Use Plan; Florida Statistical Abstract and other information provided by the City will be used in this task is to estimate the future service area demand for services.

2. *Determination of Level of Service Standards* – Based on available information, PRMG will work with City staff to identify the level of service standard (LOS) for each municipal service. These standards should be consistent with the City's current service levels and the City's Comprehensive Plan submitted to the Department of ~~Community Affairs~~Economic Opportunity, where applicable.
3. *Cost Allocation* – The capital costs associated with providing municipal services for new customers will be identified in conjunction with City staff and allocated among the residential and ~~commercial-non-residential~~ customer classifications, where appropriate or determined on a "per equivalent unit" basis to assist in the overall fee determination. The allocation of such costs will be based on the service area demographics, level of service standards and development characteristics of the City and other factors as deemed appropriate by PRMG and the City.
4. *Design of Municipal Services Impact Fees* – PRMG will design impact fees for each specific customer classification for the municipal services under consideration. The design of the municipal services impact fees will recognize the same general rate categories and application methods currently in effect unless it is decided that these categories should be modified (this will be determined between the City and PRMG during information gathering phase of project). The Municipal Services Impact Fees will be based on the capital cost allocable to future growth, the allocation of such costs among the relevant customer categories, and the level of service standards. Additionally, PRMG will identify any external funding credits that should be recognized in the derivation of the impact fees.

Water, Wastewater and Reclaimed Water Utility Impact Fees:

1. *Determination of Level of Service Standards* - Based on the information provided by the City and the results of interviews with key staff members, PRMG will identify the level of service (LOS) standards consistent with the City's current planning criteria, industry standards, and other factors.
2. *Equivalent Residential Connection (ERC) and Facility Use Characteristics* - Based on the level of service standards an analysis of the City's existing and projected capacity requirements and facility use characteristics will be conducted. This analysis will include a review of current fixed assets and capacity utilization.
3. *Design of Utility Services Impact Fee* - Based on the LOS standards and the cost of capacity required to serve new development, the PRMG will develop utility impact fees for water, wastewater and reclaimed water service. The fees will be developed recognizing the reservation and utilization of capacity by an equivalent residential customer (e.g., single-family residential) and will recognize the capital facility burden imposed on the City by new development. This task will include the following:
 - Review the City's current Utility Impact Fee application methodology and make recommendations for alternative approaches to supplement the current methods;

- Perform an analysis of existing facility costs and future capital costs to provide utility service to new development;
 - Conduct an evaluation of system capacity relationships for existing and future plant additions;
 - Design Utility Impact Fee for each specific utility system.
4. *Utility Impact Fee Credit Determination* - This task will recognize any alternative funding sources which have been or will continue to be available to the City which will serve to reduce the capital funding requirements from new development, if any. This task will include an evaluation of alternative funding sources, and the development of a credit to the fees determined above on a consistent methodology. Finally, the development of the net Utility Impact Fee to be charged will be determined.

Other Impact Fee Tasks:

1. *Fee Comparisons* – A comparison of the existing and proposed fees for residential dwellings and ~~commercial~~ *non-residential* use will be prepared for each of the Municipal and Utility Services Impact Fees (new customer impact analysis) and also compared with similar fees charged by other neighboring public jurisdictions and utilities.
2. *Review of Impact Fee Ordinance* – PRMG will assist the City in the review and update of the existing impact fee ordinance to reflect the recommendations of the study.
3. *Presentation of Findings* – A report will be prepared by PRMG summarizing the data relied upon in the development of the impact fees as well as the assumptions and methods used to develop such fees, and our conclusions and recommendations for consideration by the City. Additionally, PRMG will attend one public meeting before the City Council to present the findings and recommendations of the Impact Fee Study, which assumes the presentation of all the impact fees under investigation.
4. *Meetings* – For the purposes of this scope of services, it has been assumed by PRMG that our staff will attend three (3) meetings with the City in order to prepare and present the report regarding the municipal impact fees. A summary of the meetings is shown below.

Commented [AG1]: Any additional meetings is an additional charge

Description	Number of Meetings
Data Acquisition and Interview(s) of Appropriate City Staff	1
Attendance of Staff Review Meeting of Impact Fee Analysis/Report	1
Attendance of Public Hearing	1
Total Number of Meetings	3

ADDITIONAL SERVICES

During the course of the study, the City may request additional services from PRMG. Such services will not be conducted until authorized by the City as mutually agreed between the City and PRMG. The City will be billed for such additional services based on the hourly rate schedule of PRMG's employees as shown in this Proposal or some other basis as mutually agreed between the City and PRMG. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of additional meetings above what is contemplated in the scope of services.
2. Performance of other rate and impact fee analyses in addition to those being reviewed pursuant to the scope of services for this engagement.
3. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.
4. Delays in the project schedule that would affect the budget for the scope of services reflected herein.

STANDARD TERMS AND CONDITIONS**I. SCOPE**

Public Resources Management Group, Inc. (PRMG) agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter after the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at the actual cost as incurred by PRMG.

III. RESPONSIBILITY

PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. PRMG does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.

If PRMG's performance of services hereunder requires PRMG to rely on information provided by other parties (excepting PRMG's subcontractors), PRMG shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

PRMG agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of PRMG, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall PRMG be responsible or liable to Client for any incidental, consequential, or other indirect damages.

To the extent provided by law and without waiving any sovereign immunity client may enjoy, client agrees to indemnify, defend, and hold PRMG harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

VI. INSURANCE

PRMG shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$500,000
Medical Expense (Any one person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed/Operation General Aggregate	\$2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.
3. Professional liability insurance at a limit of liability of not less than \$2,000,000 aggregate.

VII. SUBCONTRACTS

PRMG shall not subcontract any portion of the work to be performed under this Agreement without prior written consent of Client.

STANDARD TERMS AND CONDITIONS

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or PRMG without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and PRMG as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state. Venue for any action arising hereunder shall be exclusively in Lake County, FL.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

PRMG shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of PRMG. PRMG will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by PRMG hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on PRMG's performance of its services hereunder.

XIV. WORK PRODUCT

PRMG and Client recognize that PRMG's Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alternation, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify PRMG against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alternation or reuse.

Commented [AG2]: This is not applicable and indemnity language not recommended to City.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. PRMG may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. PRMG may suspend Work on the project in the event Client does not pay invoices when due without justification. PRMG shall be compensated for its reasonable expenses resulting from suspension due to nonpayment by Client including mobilization and de-mobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by PRMG: a) for cause, if Client breaches this Agreement through no fault of PRMG and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after PRMG has given written notice of the alleged breach to Client; or b) upon five days notice

STANDARD TERMS AND CONDITIONS

if Work under this Agreement has been suspended by either Client or PRMG in the aggregate for more than ninety (90) days.

AT 352-429-2141, 156 S. Lake Avenue,
Groveland, FL 34736."

In the event of termination, by Client without cause and with prior written request by Client, PRMG shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. PRMG shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article as authorized by Client.

XVII. MEDIATION

Prior to initiating any proceeding of any kind to enforce any claim, dispute or question between the parties, each party agrees to participate in non-binding mediation with a mediator as agreed upon by the parties. The cost of the mediation shall be ~~be borne~~ equally by both parties and shall be conducted in Lake County, Florida.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the PRMG Project Manager and to the person signing the Agreement on behalf of the Client, and shall be effective upon delivery to the address stated in the Agreement.

XVIII. PUBLIC RECORDS

PRMG acknowledges that Client is subject to compliance with Florida's Public Records Law and therefore, PRMG agrees to at all times hereunder comply with said law to the extent that any documents created hereunder or related to this Agreement are public records.

IF THE CONTRACTOR HAS QUESTIONS
REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO
THE CONTRACTOR'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING
TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS



CITY COUNCIL WORKSHOP

MEETING DATE: September 6, 2016
--

ITEM NUMBER: 8

AGENDA ITEM: 2016-2021 Capital Improvement Budget
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CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker, Finance Director

DATE: August 31, 2016

BACKGROUND:

Attached are the funding models for each of the revenue sources included in the CIP. These models reflect all Council directed changes.

STAFF RECOMMENDATION: Approve the 2016-2021 Capital Improvement Plan.
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

2016-2021 Capital Improvement Funding Models

Discretionary Tax Funding Model

	Projected Fiscal Year	2017-2018	Projected Fiscal Year	2018-2019	Projected Fiscal Year	2019-2020	Projected Fiscal Year	2020-2021
Projected Revenue by Year	2016-2017	1,032,128	1,032,128	1,032,128	1,032,128	1,032,128	1,032,128	
Projected Balance		3,311,944	3,520,530	3,054,616	2,384,316	3,064,444		
Planned Capitol Improvements								
Fire Engine Replacement for Station 95		(92,000)	(92,000)	(92,000)	(92,000)	(92,000)	(110,000)	(110,000)
Fire Engine Replacement for Station 94		(215,000)	(110,000)	(110,000)	(110,000)	(110,000)		
Police Fleet		(29,000)	(215,000)	(215,000)				
CSI Truck		(160,000)						
Design - Fire Station Relocation								
Construction - Fire Station Relocation			(1,000,000)	(1,000,000)				
RMS & CAD - Police Department		(48,942)	(48,942)					
Staff Command Vehicle (Fire)		(28,000)	(28,000)					
Jaws of Life		(12,000)						
Life Pak 15				(31,000)				
Public Safety Property Mortgage				(254,428)				
Power DMS (Police Department)								
Radios		(6,500)				(120,000)		
Turnout Gear Washer/extractor		(8,000)						
Fitness Equipment								
Vermeer Vacuum		(4,100)	(4,100)			(30,000)		
LED Sign at Puryear Building		(20,000)						
David Blanks Park Bathroom		(50,000)						
Transportation Shelter (Bus Route)		(50,000)						
City-wide Phone System		(100,000)						
Projected Balance		\$2,488,402	\$2,022,488	\$1,352,188	\$2,032,316	\$2,954,444		

Police & Fire Impact Fees

	Projected Fiscal Year	2017-2018	Projected Fiscal Year	2018-2019	Projected Fiscal Year	2019-2020	Projected Fiscal Year	2020-2021
Estimated Revenue from Police Impact Fees	2016-2017	745,772	419,372	85,972	0	18,400		
Estimated Revenue from Fire Impact Fees		105,600	105,600	105,600	158,400	158,400		
Prepaid Impact Fees (Villa City)		85,000	85,000	85,000	127,500	127,500		
		480,000	1,125,000					
Public Safety Property Mortgage Payment		(517,000)	(524,000)	(276,572)	(267,500)			
Public Safety Building (Villa City/US 27)		(480,000)						
Rennovations to Public Safety Bldg. (Villa City)			(250,000)					
Engine/Ladder Truck (Villa City)			(700,000)					
Equipment (Villa City)			(175,000)					
Projected Balance		419,372	85,972	0	18,400	304,300		

Recreation Impact Fee Model

	Projected Fiscal Year 2016-2017	Projected Fiscal Year 2017-2018	Projected Fiscal Year 2018-2019	Projected Fiscal Year 2019-2020	Projected Fiscal Year 2020-2021
Estimated Revenue from Park Impact Fees	1,503,771 215,000	1,418,771 215,000	1,633,771 215,000	1,848,771 322,500	2,171,271 322,500
Planned Capital Improvements Soccer Complex Bathroom/Pavillion	(300,000)				
Projected Balance	\$ 1,418,771	\$ 1,633,771	\$ 1,848,771	\$ 2,171,271	\$ 2,493,771

Revenues are based on 200, 200, 200, 300 and 300 housing starts.

CIP Funded Through Daily Operations

	Projected Fiscal Year 2016-2017	Projected Fiscal Year 2017-2018	Projected Fiscal Year 2018-2019	Projected Fiscal Year 2019-2020	Projected Fiscal Year 2020-2021
Replace Water Lines (Design in 2016-2017 then 3 years)	(200,000)	(250,000)	(250,000)	(250,000)	
SCADA	(320,000)				

Water Impact Fee Funding Model

	Projected Fiscal Year	2016-2017	Projected Fiscal Year	2017-2018	Projected Fiscal Year	2018-2019	Projected Fiscal Year	2019-2020	Projected Fiscal Year	2020-2021
Revenue From Building Permits		290,000		290,000		290,000		435,000		435,000
Projected Balance		1,664,253		411,253		601,253		936,253		1,196,253
Loan Proceeds		200,000								
Planned Capitol Improvements										
Consumptive Use Permit Renewal		(75,000)						(75,000)		
Lower Floridan Wells (Palisades)		(1,568,000)								
Alternative Water Supply Development		(100,000)		(100,000)		(100,000)		(100,000)		
Well Design at Villa Cty						(150,000)				
Well Construction at Villa City								(1,500,000)		
Projected Balance		\$121,253		\$311,253		\$501,253		\$761,253		\$1,196,253

Revenue projections are based on 200, 200, 200, 200, 300 and 300 housing starts with an impact fee of \$1,450.

Sewer Impact Fee Funding Model

	Projected Fiscal Year 2016-2017	Projected Fiscal Year 2017-2018	Projected Fiscal Year 2018-2019	Projected Fiscal Year 2019-2020	Projected Fiscal Year 2020-2021
Revenue From Sewer Impact Fees	596,000	596,000	596,000	894,000	894,000
Projected Balance	1,132,000	1,028,000	1,624,000	1,318,000	(7,788,000)
Loan Proceeds	500,000				
Planned Capitol Improvements					
12" Force Main from Greenvalley to Sampey WWTP	(1,200,000)				
Design of Sunshine WWTP expansion			(1,200,000)		
Sunshine WWTP Expansion to 2.5 MGD				(\$10,000,000) *	
Projected Balance	\$ 432,000	\$ 1,028,000	\$ 424,000	\$ (8,682,000)	\$ (7,788,000)

Revenues are based on 200, 200, 200, 300 and 300 housing starts at an impact fee rate of \$2,980.

Alternative Water Fund Model (Reclaimed)

	Projected Fiscal Year 2016-2017	Projected Fiscal Year 2017-2018	Projected Fiscal Year 2018-2019	Projected Fiscal Year 2019-2020	Projected Fiscal Year 2020-2021
Beginning Balance	451,069	2,552,714	2,652,714	2,752,714	2,852,714
Alternative Water Source Funded by Water Impact	100,000	100,000	100,000	100,000	100,000
Grant Funds (St. Johns)	1,999,470				
Loan	4,500,000				
Grant Funds (FDEP)	500,000				
Eagle Ridge Phase 3 - Reclaimed Water Distribution	(3,529,980)				
Silver Eagle Storage Tank	(1,467,845)				
Projected Balance	\$2,552,714	\$2,652,714	\$2,752,714	\$2,852,714	\$2,952,714